

EXHIBIT A

**GS-11B-02243
1400 WILSON BOULEVARD
ARLINGTON, VA**

"AS-EXISTING"

Certain items or conditions of the offered premises are proposed to be accepted in their "As Existing" condition. Lessor represents that such items are in good repair and tenantable condition. The intent of this qualification is to recognize that the Government may find such items or conditions to be at least minimally acceptable with regard to the Government's continued occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time of the lease commencement or by any other specified date(s). Further the Lessor is to maintain and repair (or replace, if necessary) such items or conditions so that they remain in "good repair and tenantable condition" throughout the term of this lease. Lessor is not relieved from requirements contained in the lease for future alterations, repairs, replacements, construction and/or improvements. If replacement is or becomes necessary, such replacement must be no less than equal in quality and function to the existing alterations and meet all applicable current local building codes. The Government acknowledges that any representations of Lessor contained in the Lease with respect to the quality, fitness or condition of the leased premises (i) are subject to Lessor's completion of the work listed on Exhibit B, (ii) do not apply to any portion of the leased premises that is the responsibility of the Government pursuant to Exhibit D and (iii) do not apply to any portions of the leased premises to which Lessor has not had access as a result of the Government's tenancy (which portions of the leased premises the Government agrees are in good and tenantable condition as of the date of this Lease).

Notwithstanding anything to the contrary contained in the SFO or elsewhere in the Lease, the Government accepts the leased premises in their "as-existing" condition (including, but not limited to, with respect to cosmetic/finish, signage, structural, seismic, setback, performance, equipment, parking, operational requirements, building shell, building systems, all improvements and all security equipment, systems, installations and improvements) as of the date of execution of this Lease, and the Lessor does not have an obligation to perform any construction to prepare the Leased Premises for the Government's occupancy except (i) as otherwise expressly provided in Rider No. 1 and Exhibit B to the SF-2 and (ii) in connection with any tenant improvements requested by the Government in accordance with the Lease. Any provision of the SFO or elsewhere in the Lease that is inconsistent with the Government's acceptance of the leased premises in their "as-existing" condition shall not have any force or effect, regardless of whether or not such provision is specifically deleted or otherwise amended by Rider No. 1 or elsewhere in the Lease. The Government's acceptance of the leased premises pursuant to the foregoing terms is not a waiver of the Lessor's obligation to comply with applicable federal, state, or local laws or regulations.

(b) (6)

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